AZ Global Trade GmbH Bruno-Dreßler-Straße 18, 63477 Maintal (hereinafter referred to as the "seller")
Last updated: September 2018

I. General provisions, scope of application

1. These general terms and conditions (hereinafter referred to as the "terms") apply to all current and future sales, deliveries, and other services as well as to subsequent and related transactions with the exception of rental agreements between the seller and the customer, unless otherwise regulated on a case-by-case basis in individual contracts.

2. Customers within the meaning of these terms are exclusively entrepreneurs and legal entities under public law or special funds under public law as defined in §310 para. 1 of German Civil Code (BGB). Entrepreneurs within the meaning of these terms are natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction with the seller, are acting in the course of their commercial or independent professional activity (§14 BGB). These terms do not apply to consumers as defined in §13 BGB.

3. Any customer terms and conditions that contradict these terms do not apply unless the seller has expressly agreed to them in writing.

4. Special agreements and ancillary agreements require the seller's written consent to be effective.

II. Offers, offer documents, orders, transfer of rights and obligations

1 Offers made by the seller are not binding; they merely represent an invitation to the customer to submit a binding offer to place an order. Customer orders are binding offers,
however.

2. The seller is free to accept or refuse the customer's offer within 2 weeks of its submission (acceptance deadline). A contract is only established if the seller declares its acceptance in writing or renders the service or delivers the item ordered to the customer. A failure to respond to an offer does not constitute acceptance.

3. A written declaration from the seller is required to document the content of any agreement concerning the nature or condition of the services or items ordered. The same applies to any seller guarantees concerning the features or durability of the item purchased.

4. Any details, photos, or drawings of the item found in brochures, advertisements, and other offer documents or information contained online are only approximations. They are only binding if expressly designated as such by the seller. Otherwise, the guaranteed features of the item are only as indicated in the order confirmation (contract).

5. Unless otherwise agreed, used items are sold as-is at the time they are handed over to the customer. If designated as used, the item will likely show typical damage resulting from its age, wear and tear, and previous use.
Exchange parts also meet the definition of used items stipulated above. Unless otherwise stated in writing by the seller, these will be previously used spare parts that have been prepared and regenerated by the manufacturer or qualified third parties and will therefore have a reduced remaining service life.

6. The information provided about such used items is based on that provided bythe previous owner or supplier and therefore constitutes exclusively third-party information. Any information provided by the seller is not the result of its own investigation and does not

constitute a guarantee for the existence of any feature unless expressly indicated in writing. The seller wishes to point out that the information provided by its seller, the previous owner, the supplier, or other third parties, in particular with regard to mileage, repainting, operating hours, or accident damage, does not constitute necessarily complete or reliable information about the actual condition of the item. Rather, with the increasing age of the itemand increasing number of previous owners or depending on the type of use, it can be assumed that the information provided about mileage, repainting, operating hours, andaccident damage may differ from the actual condition of the item. The customer bears the resulting risk with regard to its actual condition.
It cannot be excluded that the item was previously used as a rental car, taxi, or to give driving lessons and/or that it was imported from another EU member state or third country.

7. The seller retains ownership and copyright of all documents provided to the customer related to the order, such as estimates, drawings etc. These documents may not be made accessible to third parties, unless the seller has given its express written consent. Insofar as the seller does not accept the customer's offer within the period specified in Section II. 2. above, these documents must be returned in full to the seller at the seller's first request.

8. The transfer or assignment of rights and obligations from the purchase contract requires the prior written consent of the other contractual partner.

9. In the case of repair orders, the services to be performed must be specified in the order form. The customer must be informed of any other defects that occur during the repair work. The order authorises the contractor to subcontract the work, perform test drives, and transport the vehicle to another location for further work.

10. All agreements must be made in writing. This also applies to ancillary agreements and assurances as well as to subsequent changes to the contract and agreements to abolish this formal requirement.

III. Prices, terms of payment, late payment

1. Unless otherwise agreed in writing, the prices apply for delivery/collection from the seller's domestic business address (AZ Global Trade GmbH, Bruno-Dreßler-Straße 18, 63477 Maintal) plus packaging and statutory VAT at the applicable rate. Packaging costs will be invoiced separately. Should the customer order additional services (e.g. disassembly, loading, delivery, insurance, assembly and installation, commissioning, etc.), these will be charged separately. Transport or delivery of the item is at the expense and risk of the customer. The customer is obliged to take out any transport insurance it wishes in its own name and account.

2. Unless otherwise agreed in writing, the agreed and invoiced purchase price plus VAT for used items as well as any costs for packaging and other services related to the provision of the item for collection at the seller's domestic business address is due. Until full payment of the purchase price, the seller exercises its right of retention in accordance with Art. 58, para.
1 clause 2 of the UN Sales Law (CISG).

3. Unless otherwise stipulated herein or otherwise in writing, invoice amounts are due for payment immediately and without deduction.

4. The legal rules concerning default and its consequences apply.

5. Advance payments by the customer are considered reservation fees. The seller is entitled to withhold this reservation fee should the contract be cancelled or not executed for reasons for which the seller is not responsible.

IV. The customer's right of offsets and retention

1. The customer may offset only uncontested or legally established claims.

2. In addition, the customer may exercise a right of retention only if its counterclaim is based on the same contractual relationship.

V. Delivery, transfer of risk, inspection, failure to accept delivery, cancellation fees

1. Unless otherwise agreed in writing, the delivery of the item will be made available for collection at the seller's domestic business address. This is also the place of performance for all deliveries and payments.

2. The customer will be notified in text form when the item is ready for collection. Unless otherwise agreed, the customer must inspect and collect the item within eight days of receiving this notice. If the customer fails to inspect and collect the item as stipulated above, it shall pay the seller €25.00 flat per day of delay, although the customer has the right to prove that the seller has suffered no or less damage from the delay and the seller has the right to demonstrate that it has suffered greater damage. In addition, the statutory provisions regarding default in acceptance apply.

3. The risk of accidental loss and accidental deterioration passes to the customer as soon as the seller has handed over the item at its domestic business address or the customer is in default of acceptance.

4. If a freight forwarder, a carrier, or another third party is commissioned to collect the item, the risk of accidental loss and accidental deterioration passes to the customer as soon as the item is handed over to the same for dispatch/delivery. This also applies in the event that the customer and/or a person it has designated is assisted by the seller's employees in loading the item since the risk will have already transferred upon the customer's inspection and acceptance of the item. All activities in connection with loading the item, in particular any suggestions from the seller's employees in how to load the same, shall take place only after acceptance of the item and the transfer of risk to the customer.

5. Should the customer contractually agree with the seller that the goods will be brought to a location the former has designated, this will be done on the basis of a separate transport order, which, depending on the type of transport, will be subject to the separate transport and/or shipping conditions of the seller. All transports are carried out on the customer's account and the customer incurs all customs, port, toll, storage and other customary, documented costs associated with the transport, shipping, or other delivery of the item in addition to the shipping/ transport costs previously agreed with the seller. If the customer wishes to purchase cover for the item that covers a transport/shipping risk, the customer must take out such insurance in its name and on its own account.

6. The customer cannot refuse to accept the item due to the presence of minor flaws.

7. Information about delivery times are non-binding, unless otherwise promised by the seller in writing.

8. Every delivery by the seller is subject to the condition that the seller's suppliers make on- time and proper deliveries as expected.

9. The delivery period is met if the seller has notified the customer that the item is ready for collection or delivery within the delivery period.

10. The seller is entitled to early performance and partial performance. The seller is entitled to invoice partially-rendered services immediately.

11. If the seller, for reasons for which the seller is responsible for delayed delivery or a delivery is impossible, the customer is entitled to withdraw from the contract or assert damages. Such a claim for damages, including claims that arose before the customer withdrew from the contract, can only be made within the framework of the provisions in Section XI. below.

12. If the seller is temporarily prevented from providing the service due to extraordinary obstacles beyond its control, the deadline shall be postponed until said obstacle is cleared. Such extraordinary obstacles include strikes, skilled worker absences, procurement difficulties and delays in delivery of required machinery from manufacturers or suppliers, official interventions, societal unrest, natural events, or other force majeure. The seller will immediately inform the customer of the obstacle and its expected duration.

13. If the service owed by the seller is not available, the seller is entitled to withdraw from the contract if the unavailability is not just temporary and the seller is not responsible for it. This applies in particular if the seller has not been supplied correctly or at all by its supplier from a congruent hedging transaction that the seller has concluded in order to ensure the fulfilment of its obligations. The same applies if the service owed cannot or can no longer be provided from the seller's existing inventory. The seller is obliged to inform the customer immediately about the unavailability of the service and to reimburse without delay any consideration already received from the customer.

VI. Flat claims for damages

Should the seller be able to claim damages from a business partner due to a breach of duty, it is entitled to a lump sum damages of 25% of the contract amount. The seller reserves the right to prove greater damage. The business partner reserves the right to prove that no or less damage has occurred and limit its obligation to pay damages accordingly.

VII. Retention of title

1. The seller reserves title to the item until the purchase price has been paid in full. The title of the item is also subject to the conditions in Section VI. 2. (Extended retention of title).

2. If the customer is an entrepreneur, title to the item only passes to the customer when all of the seller's existing and future claims arising from the business relationship with the customer have been paid prior to the conclusion of the present contract.

3. As soon as all claims secured by the (extended) retention of title have been paid in full, title to the item passes to the customer. The retention of title is then not revived for subsequent claims.

4. For the duration of the seller's retention of title to the item, the customer is obliged to handle and maintain it with care. The customer must have the maintenance and inspection work as well as any necessary repairs carried out according to the manufacturer's instructions carried out at its own expense.

5. The customer is obliged to take out and maintain insurance cover for the item at its own expense; this must include cover in particular for the risk of fire and theft. The customer must take out insurance at replacement value for new items and at current value for used items.

6. All claims that the customer currently has or will in the future have against the insurance company or other third party with regard to the items for which the seller retains title are herewith assigned to the seller; the seller accepts the assignment.

7. Upon request, the customer must provide the seller proof of the insurance cover and the performance of maintenance and inspection work.

8. In the event the item to which title is retained is seized or otherwise comes under the control of third parties, the customer must inform the latter of the seller's title and inform the seller immediately of the situation. Insofar as the third party is unable to compensate the seller for the judicial and extrajudicial costs of a successful lawsuit, e.g. a third-party lawsuit as defined in §771 of the Code of Civil Procedure (ZPO), the customer shall reimburse the seller these costs.

9. The customer is entitled to sell the item in the ordinary course of its business. It is not entitled to resell it if there is an effective prohibition of assignment of claims between the customer and its buyer.

10. In the event of resale, the customer herewith assigns to the seller all claims against the buyer from the sale or for any other legal reason in the amount of the purchase price or in the amount of the seller's total outstanding claims against the customer together with all ancillary rights as a precaution. The seller accepts the assignment. The customer remains entitled to collect the claim. The seller is only entitled to collect the claim against the customer's buyer if the customer fails to meet its payment obligations or if the customer's financial situation has deteriorated significantly.

11. If the realizable value of the collateral to which the seller is entitled exceeds its secured claims by more than 10%, the seller is obliged, at the customer's request, to release the excess collateral accordingly and transfer its title back to the customer.

12. Any customer processing or alteration of the item is always done exclusively for the seller's benefit. If the item is processed with other items that do not belong to the seller, the seller shall assume co-ownership of the new item at the ratio of the purchased item's value at the time of processing (final invoiced amount, including VAT) compared to the other items included in the new item. The same provisions shall otherwise apply to the new item resulting from the processing as to the item to which the seller retains title. This applies in particular to the customer's obligations to treat it with all due care.

13. If the purchased item is inseparably mixed with other items not belonging to the seller, the seller acquires co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount including VAT) to the other items included at the time of their combination. If the combination is done in such a way that makes the customer’s new item the majority of the mixed item, the customer nevertheless herewith assigns the seller a pro- rated ownership interest in the same. The customer shall retain the resulting title or joint title to the new item on the seller's behalf. The customer is obliged to provide the seller with all the information necessary to pursue its resulting property rights.

14. A transfer of the item by way of security or as collateral is only permitted in order to finance its purchase price and the payment of the remaining purchase price to the seller is indicated accordingly in said financing contract.

VIII. Provisional handover of the item (test drive)

The seller is entitled to give the customer the item on a provisional basis (e.g. test drive). The risk of accidental loss or accidental deterioration to the item passes to the customer upon temporary handover of the same and shall last for the duration of the test drive.

IX. Extended right of lien

If the seller performs repair work on behalf of the customer, it is entitled to place a contractual lien on the items it works on as a part of said repair order. The seller may also place a lien on the same to cover previous outstanding balances for work, spare parts, and other services.

X. Warranty and claims for defects

1. When purchasing new items, warranty claims are forfeited within one year after delivery or after default in acceptance. The sale of used items is subject to the exclusion of any warranty. A shortening of the warranty period does not apply to claims covered under Section XI. 7.

2. All warranty claims are subject to the condition that the customer has duly fulfilled its duty to inspect and give notice of defects in accordance with §§377 and 381 of the German Commercial Code (HGB). The customer must notify the seller in writing immediately after becoming aware of a defect. Timely sending of such notice is sufficient to ensure compliance with this deadline.

3. If there is a material or legal defect, the seller is initially entitled, at its own discretion, to remedy the defect or to deliver a defect-free replacement. The customer has no control over this decision. The seller can make the subsequent performance dependent on the payment of the purchase price. However, the customer is entitled to withhold a proportionate part of the purchase price, taking into account an existing defect.

4. The seller's right to refuse supplementary performance in accordance with the statutory provisions remains unaffected. This applies in particular if supplementary performance is only possible at a disproportionate cost.

5. The customer is entitled to reduce the purchase price or, at its option, claim compensation for damages or expenses in accordance with Section XI. if the supplementary performance has failed or is unreasonable for the customer or if a reasonable period of time for the supplementary performance set by the customer has expired without success or can otherwise be dispensed with by law. The same applies if the seller justifiably refuses subsequent performance or if subsequent performance is impossible. In deviation from §437 BGB, the customer cannot withdraw from the contract in the event of a failed supplementary performance.

6. If the customer requests the seller to remedy a defect and it turns out that there was actually no defect, the customer is obliged to reimburse the seller for the resulting costs and expenses.

7. For claims for defects asserted within the liability period for defects (Section X. 1.), defects that are asserted but not remedied by the end of the warranty period shall be provided by the seller until the defect is remedied; as long as the limitation period for this defect is inhibited. In these cases, however, the limitation period ends three months after the seller's declaration to the customer that the defect has been remedied or that there is no defect.

8. In the event the item ceases to be operational, the customer's claims to compensation are limited in accordance with the following provisions of Section XI.

XI. Compensation, other liability and disclaimer

1. The seller's liability for damages and reimbursement of expenses is based on this Section XI. This applies both to the contractual liability of the seller as well as to its liability from tort or on any other legal basis.

2. The seller accepts liability for damage caused by the intentional or grossly negligent breach of duty by the seller, its legal representatives, or vicarious agents in accordance with the statutory provisions.

3. The seller is only liable for damage resulting from a slightly negligent breach of duty by the seller, its legal representatives, or vicarious agents if

- essential contractual obligations have been violated. Essential contractual obligations are those which must be fulfilled for the agreement to be properly executed and with which the parties may reasonably expect compliance. Obligations arising from the nature of the contract and the violation of which endangers the achievement of the purpose of the contract are also essential.
- Obligations to respect the rights, legal interests, and interests of the customer are violated and the seller's performance is no longer reasonable.

The seller's liability for simple negligence is excluded.

4. If the seller is liable in accordance with Section XI. 3, the amount of damages is limited to those that were foreseeable and typical of such contracts.

5. Compensation for indirect and consequential damages is excluded unless they were foreseeable. Damage that cannot be foreseen is caused by the fact that the item cannot be used at all or at a specific time or for a purpose intended by the customer and also the costs for determining the extent of the damage. Not foreseeable is any damage that would arise from a total or partial breakdown or a loss of profit of the customer or a third party or damage that arises from the customer's own delay or contractual penalties that it has to pay to third parties.

6. If the seller accepts any liability even if not at fault, it is also limited to the foreseeable damage typical for such contracts. Section XI. 5. also applies in this case.

7. The above disclaimers and limitations of liability in Section XI. 3. to XI. 6. do not apply to the following damages and claims:

- damages resulting from injury to life, body or health;
- customer claims under the Product Liability Act;
- claims due to fraudulently concealed defects or from a quality guarantee assumed by the seller;
- all other cases in which the statutory liability rules are mandatory.

8. The regulations in this Section XI. also apply to any personal liability of the organs, representatives, and agents of the seller.

XII. Further rights of withdrawal and termination; restrictions

1. If the seller is in breach of duty which does not consist in the delivery of a defective item, the customer may only withdraw from the contract or terminate it if the seller is responsible for the same. An ordinary right of termination (especially according to §§650, 648 BGB) is excluded for the customer; an extraordinary termination according to the legal regulations remains unaffected.

2. The customer does not have a right to withdraw from the contract for economic reasons that lie within its risk of doing business. In particular, the customer is not entitled to withdraw from the contract or to terminate it because its financial situation has deteriorated or its needs or the possible uses for the item have changed.

3. The seller is entitled to withdraw from the contract in accordance with the statutory provisions. This applies in particular if the customer is wholly or partly in arrears with the settlement of the seller's claims or, despite any grace period or other warning issued, continues to be in breach of essential provisions of the contract or of these terms and conditions.

4. The seller is entitled to withdraw from the contract if it has not yet rendered the service owed and after the conclusion of the contract it becomes apparent that the seller's claims are at risk due to the customer's inability to pay. This is particularly the case if the customer has made an affidavit concerning insolvency (before or after the contract has been concluded) or

foreclosure proceedings have been opened against it. In this case, the withdrawal is only permissible if the seller has set the customer a reasonable grace period to make payment or to provide the corresponding collateral to cover the same. There is no need to set such grace period if it would also be dispensable as a prerequisite for withdrawal under the law.

5. The seller is entitled to withdraw from the contract if the customer stops making payments or its financial situation deteriorates significantly. The same applies if an application to open insolvency proceedings against the customer's assets is made or rejected or the insolvency proceedings are terminated.

6. In the event of a withdrawal from the contract, the seller is entitled to compensation for use of the item. The amount of this compensation corresponds to the amount of the usual rent that the customer would have had to pay if it had rented the item or a comparable item for the time until it was returned to the seller. The customer likewise has the right to prove that the seller has incurred no or significantly lower damage.

7. The seller reserves the right to assert further claims for damages or compensation for use. Payments by the customer in accordance with Section XII. 6. are, however, to be offset towards further usage compensation claims.

8. Otherwise, the legal requirements and legal consequences of the right of withdrawal and termination remain unaffected, unless expressly provided otherwise in the contract or in these terms and conditions.

XIII. Trade-ins

1. If the seller accepts another item as a trade-in in lieu of some of the purchase price, the condition of the trade-in at the time it is inspected by the seller is deemed to have been contractually agreed.

2. Any risk of deterioration in the condition of the trade-in until such time as it is in the seller's possession shall be borne by the customer and shall entitle the seller to reduce the price agreed for the trade-in; this excludes any normal wear and tear, provided it does not impair the full functionality of the trade-in.

XIV. Installation

If the seller offers installation services, the seller's fitters are acting as vicarious agents of the business partner in relation to third parties. They will follow the instructions of the business partner. The fitters are entitled to reject orders that contradict proper assembly procedures, the recognized rules of technology, or other legal regulations; nevertheless, they and the seller disclaim any responsibility for the proper and legal performance of the same.

2. The installation charges will be specified separately in the billing rates and additional conditions for the deployment of the seller's fitters.

3. Insofar as business partners of the seller have the seller's fitters perform additional activities that are not part of the flat-rate assembly service agreed, this additional work shall be remunerated in accordance with the seller's usual assembly rates.

4. Any time the fitter spends waiting, especially those resulting from delays on the construction site, are reimbursable as work hours.

5. In addition to billing on an hourly basis, the seller's expenses (use of materials, travel costs and travel time, accommodation costs, daily expenses, etc.) will be billed separately in accordance with the billing rates and additional conditions for the deployment of the seller's fitters.

XV. Place of performance, place of jurisdiction, applicable law

1. The law of the Federal Republic of Germany shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) apply with the exception of Art. 58, para. 1 clause 2.

2. The place of fulfilment for all claims and services, in particular payments by the customer, is the seller's headquarters in Maintal, unless otherwise agreed in writing.

3. If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from this contract is the seller's registered office in Maintal. The same applies if such a customer has no general place of jurisdiction in Germany or its domicile or habitual whereabouts are not known at the time the lawsuit is filed. The seller is also entitled to seek legal redress against the customer at the latter's place of business.